

1 Sean K. Claggett, Esq.  
Nevada Bar No. 8407  
2 Brian Blankenship, Esq.  
Nevada Bar No. 11522  
3 Scott E. Lundy, Esq.  
Nevada Bar No. 14235  
4 CLAGGETT & SYKES LAW FIRM  
4101 Meadows Lane, Suite 100  
5 Las Vegas, Nevada 89107  
(702) 655-2346 – Telephone  
6 (702) 655-3763 – Facsimile  
sclaggett@claggettlaw.com  
7 brian@claggettlaw.com  
scott@claggettlaw.com  
8 *Attorneys for Plaintiffs*

9 UNITED STATES DISTRICT COURT  
10 DISTRICT OF NEVADA

11 LISA DANIELS, individually and on  
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 ARIA RESORT & CASINO, LLC,,  
inclusive,

16 Defendants.  
17

CASE NO.: 2:20-CV-00453-GMN-DJA

**FINAL ORDER APPROVING  
CLASS ACTION SETTLEMENT  
AND ATTORNEY'S FEES AND  
COSTS**

18 The Parties' Joint Motion for Approval of Class Settlement (ECF No. 37)  
19 came on for hearing before the Honorable Judge Gloria Navarro, on April 25,  
20 2023, and July 19, 2023. The Court, having considered the papers and pleadings  
21 submitted in support of the Motion, as well as the arguments of counsel,  
22 **HEREBY ORDERS AS FOLLOWS:**  
23  
24

1           1.       The Court grants the Motion based upon the terms set forth in the  
2 Settlement Agreement and Release (“Settlement”) between Plaintiffs and  
3 Defendant.

4           2.       This Court has jurisdiction over the subject matter of this litigation  
5 and all matters relating thereto, including Plaintiffs, all settlement class  
6 members, and Defendant.

7           3.       Pursuant to 29 U.S.C. § 216, the Court certifies as final, for  
8 purposes of settlement only, a collective action under the Fair Labor Standards  
9 Act (“FLSA”). The class shall consist of Plaintiff Lisa Daniels and all Opt-In  
10 Plaintiffs who worked as Slot Guest Service Representatives and/or as Slot  
11 Supervisors and/or as High-Limit Cage Cashiers for Defendant Aria Resort &  
12 Casino, LLC between March 23, 2018, and December 31, 2018, and who timely  
13 submitted valid Claims Forms on or before June 26, 2023, pursuant to this  
14 Court’s Amended Order and the terms of the Settlement (ECF No. 40).

15           4.       The Parties’ Settlement in the amount of up to Three Hundred  
16 Thousand Dollars and Zero Cents (\$300,000.00) is the product of contested  
17 litigation to resolve *bona fide* disputes over the availability and amount of wages  
18 allegedly withdrawn from the tip pool over the relevant time period.

19           5.       The Court finds that the Settlement appears to be fair, adequate,  
20 and a reasonable resolution of the litigation. The non-exhaustive list of factors  
21 courts typically consider in evaluating a proposed settlement for fairness  
22 include: (1) the strength of plaintiffs’ case; (2) the risk, expense, complexity, and  
23 likely duration of further litigation; (3) the extent of the discovery completed; (4)

1 the stage of the proceedings; and (5) the experience and views of counsel. *Trinh*  
2 *v. JP Morgan Chase & Co.*, 2009 WL 532556, at \*1 (S.D. Cal. Mar. 3, 2009)  
3 (citing *Torrissi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993)).  
4 Here, the Court agrees that the application of these factors confirms that the  
5 Settlement constitutes a fair and reasonable compromise of the Parties' *bona*  
6 *fide* disputes. The Settlement falls within the range of reasonableness and  
7 appears to be presumptively valid.

8 6. As ordered by this Court, on April 26, 2023, Simpluris, the Claims  
9 Administrator, mailed out Notices of Settlement and Claims Forms to Class  
10 Members.

11 7. As of June 26, 2023, the Claim Deadline, the Claims Administrator  
12 reported timely receipt of 89 Claim Forms, representing a return rate of 66.92%.

13 8. No Class Members objected to the Settlement.

14 9. The 89 participating Class Members will be paid their portion of  
15 the Net Settlement Fund, estimated to be \$152,909.84.

16 10. The Court appoints Lisa Daniels as Class Representative and  
17 approves an award of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to  
18 Ms. Daniels for her services as Class Representative in this matter.

19 11. The Court appoints Sean K. Claggett, of Claggett & Sykes Law  
20 Firm, as Class Counsel.

21 12. Plaintiffs' request for Class Counsels' fees and costs in the amount  
22 of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) is reasonable.

23 This amount represents 25% of the Gross Settlement Fund. "The typical range of  
24

1 acceptable attorneys' fees in the Ninth Circuit is 20 percent to 33.3 percent of  
2 the total settlement value with 25 percent considered a benchmark percentage."  
3 *Barbosa v. Cargill Meat Sol. Corp.*, 297 F.R.D. 431, 448 (E.D. Cal. 2013) (citing  
4 *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000)). "In assessing whether  
5 the percentage requested is fair and reasonable, courts generally consider the  
6 following factors: (1) the results achieved; (2) the risk of litigation; (3) the skill  
7 required; (4) the quality of work performed; (5) the contingent nature of the fee  
8 and the financial burden; and (6) the awards made in similar cases." *Sinanyan v.*  
9 *Luxury Suites Int'l, LLC*, 2018 U.S. Dist. LEXIS 21403, at \*11 (D. Nev. Feb. 8,  
10 2018) (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047-50 (9th Cir. 2002)).  
11 Having considered these factors, the Court finds the request for Class Counsels'  
12 fees and costs in the amount of \$75,000.00 to be reasonable.

13 13. Consistent with the Parties' Settlement, the remaining Net  
14 Settlement Fund of Thirty-Five Thousand Seven Hundred and Ninety-Six  
15 Dollars and Twenty-Two Cents (\$35,796.22) shall be retained by Defendant Aria  
16 Resort & Casino, LLC.

17 14. The Court directs the Parties and Claims Administrator to  
18 effectuate the settlement terms as set forth in the Settlement.

19 15. Having found this amount to be reasonable, the Court directs  
20 Defendant to deposit proceeds for the Settlement Fund with the Claims  
21 Administrator within seven (7) calendar days of the Settlement Effective Date,  
22 as that term is defined in the Settlement.

1           16. The Court directs the Claims Administrator to pay Class Counsel  
2 fees and costs in the amount of \$75,000.00 within thirty (30) days of receipt of  
3 the settlement proceeds.

4           17. The Court directs the Claims Administrator to issue payment to the  
5 Settlement Class Members within thirty (30) days of receipt of settlement  
6 proceeds.

7           18. This action is dismissed with prejudice.

8           19. The Court retains jurisdiction to enforce the terms of the  
9 Settlement.

10          Dated: July 28, 2023.

11          CLAGGETT & SYKES LAW FIRM

JACKSON LEWIS P.C.

12          /s/ Brian Blankenship

/s/ Eric Magnus

13          Sean K. Claggett, Esq.

Paul Trimmer, Esq.

14          Nevada Bar No. 8407

Nevada Bar No. 9291

15          Brian Blankenship, Esq.

Eric Magnus (admitted Pro Hac Vice)

16          Nevada Bar No. 11522

300 S. Fourth Street

17          Scott E. Lundy, Esq.

Suite 1500

18          Nevada Bar No. 14235

Las Vegas, Nevada 89101

19          4101 Meadows Lane

*Attorneys for Defendant*


20          Suite 100

21          Las Vegas, Nevada 89107

22          *Attorneys for Plaintiffs*

23          **IT IS SO ORDERED.**

24          Dated this 31 day of July, 2023.

  
Gloria M. Navarro, District Judge  
UNITED STATES DISTRICT COURT